

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

<b>Comcast of Massachusetts III, Inc.</b>	)	Case No.: <b>1:04-cv-12006-RGS</b>
	)	
<b>Plaintiff</b>	)	<b>AFFIDAVIT OF ATTORY IN SUPPORT</b>
	)	<b>OF PLAINTIFF'S ASSENTED TO</b>
vs.	)	<b>MOTION TO DISMISS PURSUANT TO</b>
	)	<b>FED. R. CIV. PRO. RULE 41(a)(2)</b>
<b>Robert &amp; Gayle Savy</b>	)	
	)	
<b>Defendant</b>	)	
	)	
	)	
	)	

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Now comes the affiant, and makes this his sworn statement, under the pains and penalties of perjury, of his own personal knowledge.

1. The Plaintiff and the *pro se* Defendant, Gayle Savy, have resolved the claim set forth in this Civil Action through a settlement;
2. The settlement was embodied in a written document which has been executed by the parties;
3. The money required to be paid to date by the *pro se* Defendant Gayle Savy in accordance with the settlement has been paid;
4. I understand a dismissal would usually come about through a stipulation and I attempted to get the Defendants to execute a stipulation, but apparently the Defendant Robert Savy may not have understood the significance of the document. No stipulation was executed, but both defendants clearly agree with my motion to dismiss this action.
5. I talked to the *pro se* Defendant Robert Savy on or about October 26

2006 and my office staff spoke to the *pro se* Defendant on October 27,  
2006 and the *pro se* Defendants fully assent to this Motion.

10/30/2006  
Date

/s/ John M. McLaughlin  
John M. McLaughlin